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MATTHEW ALLEN and DERRICK TORRES

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO

AHERN RENTALS, INC., a Nevada Corporation

Plaintiff,

vs.

EQUIPMENTSHARE.COM, INC., a Delaware
corporation, MATTHEW ALLEN, an individual,
DERRICK TORRES, an individual, and DOES 1-
100

Defendant.

Case No. 2:19-cv-01788-MCE-KJN

STIPULATED PROTECTIVE ORDER
FOR LITIGATION INVOLVING
PATENTS, HIGHLY SENSITIVE
CONFIDENTIAL INFORMATION
AND/OR TRADE SECRETS

Place: 7

Judge: Hon. Morrison C. England, Jr.

Case No: 2:19-cv-01788-MCE-KJN

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary,
3 or private information for which special protection from public disclosure and from use for any purpose
4 other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and
5 petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this
6 Order does not confer blanket protections on all disclosures or responses to discovery and that the
7 protection it affords from public disclosure and use extends only to the limited information or items that are
8 entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as
9 set forth in Section 14.4, below, that this Stipulated Protective Order does not entitle them to file
10 confidential information under seal; Eastern District Civil Local Rule 141 sets forth the procedures that
11 must be followed and the standards that will be applied when a party seeks permission from the court to file
12 material under seal.

13 2. DEFINITIONS

14 2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or
15 items under this Order.

16 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is generated,
17 stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure
18 26(c).

19 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their
20 support staff).

21 2.4 Designated House Counsel: House Counsel who seek access to "HIGHLY
22 CONFIDENTIAL – ATTORNEYS' EYES ONLY" information in this matter.

23 2.5 Designating Party: a Party or Non-Party that designates information or items that it produces
24 in disclosures or in responses to discovery as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
25 ATTORNEYS' EYES ONLY."

26 2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or
27 manner in which it is generated, stored, or maintained (including, among other things, testimony,

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1 transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in
2 this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the
4 litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as a consultant
5 in this action, (2) is not a past or current employee of a Party or of a Party's competitor, and (3) at the time
6 of retention, is not anticipated to become an employee of a Party or of a Party's competitor.

7 2.8 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items:
8 extremely sensitive "Confidential Information or Items," disclosure of which to another Party or Non-Party
9 would create a substantial risk of serious harm that could not be avoided by less restrictive means.

10 2.9 House Counsel: attorneys who are employees of a party to this action. House Counsel does
11 not include Outside Counsel of Record or any other outside counsel.

12 2.10 Non-Party: any natural person, partnership, corporation, association, or other legal entity not
13 named as a Party to this action.

14 2.11 Outside Counsel of Record: attorneys who are not employees of a party to this action but are
15 retained to represent or advise a party to this action and have appeared in this action on behalf of that party
16 or are affiliated with a law firm which has appeared on behalf of that party.

17 2.12 Party: any party to this action, including all of its officers, directors, employees, consultants,
18 retained experts, and Outside Counsel of Record (and their support staffs).

19 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in
20 this action.

21 2.14 Professional Vendors: persons or entities that provide litigation support services (e.g.,
22 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or
23 retrieving data in any form or medium) and their employees and subcontractors.

24 2.15 Protected Material: any Disclosure or Discovery Material that is designated as
25 "CONFIDENTIAL," or as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

26 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing
27 Party.

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1 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be
2 clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or
3 retard the case development process or to impose unnecessary expenses and burdens on other parties)
4 expose the Designating Party to sanctions.

5 If it comes to a Designating Party's attention that information or items that it designated for
6 protection do not qualify for protection at all or do not qualify for the level of protection initially asserted,
7 that Designating Party must promptly notify all other parties that it is withdrawing the mistaken
8 designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g.,
10 second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery
11 Material that qualifies for protection under this Order must be clearly so designated before the material is
12 disclosed or produced. Designation in conformity with this Order requires:

13
14 (a) for information in documentary form (e.g., paper or electronic documents, but excluding
15 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
16 affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
17 EYES ONLY" to each page that contains protected material. If only a portion or portions of
18 the material on a page qualifies for protection, the Producing Party also must clearly identify
19 the protected portion(s) (e.g., by making appropriate markings in the margins) and must
20 specify, for each portion, the level of protection being asserted.

21 A Party or Non-Party that makes original documents or materials available for inspection
22 need not designate them for protection until after the inspecting Party has indicated which
23 material it would like copied and produced. During the inspection and before the
24 designation, all of the material made available for inspection shall be deemed "HIGHLY
25 CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting Party has
26 identified the documents it wants copied and produced, the Producing Party must determine
27 which documents, or portions thereof, qualify for protection under this Order. Then, before

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1 producing the specified documents, the Producing Party must affix the appropriate legend
2 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to
3 each page that contains Protected Material. If only a portion or portions of the material on a
4 page qualifies for protection, the Producing Party also must clearly identify the protected
5 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each
6 portion, the level of protection being asserted.

7
8 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
9 Designating Party identify on the record, before the close of the deposition, hearing, or other
10 proceeding, all protected testimony and specify the level of protection being asserted. When
11 it is impractical to identify separately each portion of testimony that is entitled to protection
12 and it appears that substantial portions of the testimony may qualify for protection, the
13 Designating Party may invoke on the record (before the deposition, hearing, or other
14 proceeding is concluded) a right to have up to 21 days to identify the specific portions of the
15 testimony as to which protection is sought and to specify the level of protection being
16 asserted. Only those portions of the testimony that are appropriately designated for
17 protection within the 21 days shall be covered by the provisions of this Stipulated Protective
18 Order. Alternatively, a Designating Party may specify, at the deposition or up to 21 days
19 afterwards if that period is properly invoked, that the entire transcript shall be treated as
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

21 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or
22 other proceeding to include Protected Material so that the other parties can ensure that only
23 authorized individuals who have signed the “Acknowledgment and Agreement to Be
24 Bound” (Exhibit A) are present at those proceedings. The use of a document as an exhibit at
25 a deposition shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Transcripts containing Protected
27 Material shall have an obvious legend on the title page that the transcript contains Protected

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1 Material, and the title page shall be followed by a list of all pages (including line numbers as
2 appropriate) that have been designated as Protected Material and the level of protection
3 being asserted by the Designating Party. The Designating Party shall inform the court
4 reporter of these requirements. Any transcript that is prepared before the expiration of a 21-
5 day period for designation shall be treated during that period as if it had been designated
6 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
7 otherwise agreed. After the expiration of that period, the transcript shall be treated only as
8 actually designated.

9
10 (c) for information produced in some form other than documentary and for any other
11 tangible items, that the Producing Party affix in a prominent place on the exterior of the
12 container or containers in which the information or item is stored the legend
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If
14 only a portion or portions of the information or item warrant protection, the Producing
15 Party, to the extent practicable, shall identify the protected portion(s) and specify the level
16 of protection being asserted.

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate
18 qualified information or items does not, standing alone, waive the Designating Party’s right to secure
19 protection under this Order for such material. Upon timely correction of a designation, the Receiving Party
20 must make reasonable efforts to assure that the material is treated in accordance with the provisions of this
21 Order.

22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
24 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality designation
25 is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant
26 disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality
27 designation by electing not to mount a challenge promptly after the original designation is disclosed.

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6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by providing written notice of each designation it is challenging and describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly (in voice-to voice-dialogue; other forms of communication are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity (no less than 14 days) to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this meet and confer process first or establishes that the Designating Party is unwilling to participate in the meet and confer process in a timely manner.

6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention, the Challenging Party shall file and serve a motion to de-designate any chosen designation by the Designating Party within 14 days of the parties agreeing that the meet and confer process will not resolve their dispute. Each such motion must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed in the preceding paragraph. Failure by the Challenging Party to timely make such a motion including the required declaration shall automatically waive the Challenging parties' opportunity to challenge the confidentiality designation for each challenged designation.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Court has ordered a change to any designation affixed pursuant to this Order, all parties shall continue to afford the material in question the level of protection to which it is entitled as designated until the court rules on the challenge.

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(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation;

(b) Designated House Counsel of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4(a)(1), below, have been followed;

(c) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, (2) and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4(a)(2), below, have been followed;

(d) the court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

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(f) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Designated House Counsel or Experts.

(a)(1) Unless otherwise ordered by the court or agreed to in writing by the Designating Party, a Party that seeks to disclose to Designated House Counsel any information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b) first must make a written request to the Designating Party that (1) identifies (by Bates number) the “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY” information or items the Party seeks to disclose to Designated House Counsel; (2) sets forth the full name of the Designated House Counsel and the city and state of his or her residence, and (3) describes the Designated House Counsel’s current and reasonably foreseeable future primary job duties and responsibilities in sufficient detail to determine if House Counsel is involved, or may become involved, in any competitive decision-making requiring direct access to the “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY” information or items.”

(a)(2) “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information or items may be disclosed to an Expert as set forth in section 7.3(c) hereinabove without disclosure of the identity of the Expert as long as the Expert is not a current officer, director, or employee of a competitor of a Party or anticipated to become one.

(b) A Party that makes a request and provides the information specified in the preceding respective paragraphs may disclose the subject Protected Material to the identified Designated House Counsel or Expert unless, within 14 days of delivering the request, the Party receives a written objection from the Designating Party. Any such objection must set forth in detail the grounds on which it is based.

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1 (c) A Party that receives a timely written objection must meet and confer with the
2 Designating Party (through direct voice-to-voice dialogue) to try to resolve the matter by
3 agreement within seven days of the written objection. If no agreement is reached, the Party
4 seeking to make the disclosure to Designated House Counsel or the Expert may file a
5 motion seeking permission from the court to do so. Any such motion must describe the
6 circumstances with specificity, set forth in detail the reasons why the disclosure to
7 Designated House Counsel or the Expert is reasonably necessary, assess the risk of harm
8 that the disclosure would entail, and suggest any additional means that could be used to
9 reduce that risk. In addition, any such motion must be accompanied by a competent
10 declaration describing the parties' efforts to resolve the matter by agreement (i.e., the extent
11 and the content of the meet and confer discussions) and setting forth the reasons advanced
12 by the Designating Party for its refusal to approve the disclosure.

13 In any such proceeding, the Party opposing disclosure to Designated House Counsel or the
14 Expert shall bear the burden of proving that the risk of harm that the disclosure would entail
15 (under the safeguards proposed) outweighs the Receiving Party's need to disclose the
16 Protected Material to its Designated House Counsel or Expert.

17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
18 LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure
20 of any information or items designated in this action as "CONFIDENTIAL" or "HIGHLY
21 CONFIDENTIAL – ATTORNEYS' EYES ONLY" that Party must:

- 22 (a) promptly notify in writing the Designating Party. Such notification shall include a copy
23 of the subpoena or court order;
- 24 (b) promptly notify in writing the party who caused the subpoena or order to issue in the
25 other litigation that some or all of the material covered by the subpoena or order is subject to
26 this Protective Order. Such notification shall include a copy of this Stipulated Protective
27 Order; and

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(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

1. promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

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3. make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

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1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its
3 modification by the court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no
5 Party waives any right it otherwise would have to object to disclosing or producing any information or item
6 on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to
7 object on any ground to use in evidence of any of the material covered by this Protective Order.

8 12.3 Filing Protected Material. Without written permission from the Designating Party or a court
9 order secured after appropriate notice to all interested persons, a Party may not file in the public record in
10 this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply
11 with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order
12 authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a
13 sealing order will issue only upon a request establishing that the Protected Material at issue is privileged,
14 protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request
15 to file Protected Material under seal pursuant to Civil Local Rule 79-5(e) is denied by the court, then the
16 Receiving Party may file the Protected Material in the public record pursuant to Civil Local Rule 79-
17 5(e)(2) unless otherwise instructed by the court.

18 13. FINAL DISPOSITION

19 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
20 Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used
21 in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and
22 any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is
23 returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and,
24 if not the same person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by
25 category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
26 the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format
27 reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are

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entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in paragraph 4 (DURATION).

SO STIPULATED

Date: 12/18/2019

MORGAN, LEWIS & BOCKIUS LLP

/s/ Jason P. Brown

Christopher J. Banks

Jason P. Brown

Attorneys for Plaintiff

Date: 12/18/2019

BAKER & MCKENZIE LLP

/s/ Michael E. Brewer

Michael E. Brewer

Christopher Im

Attorneys for Equipmentsshare.com Inc

Date: 12/18/2019

FERBER LAW, A Professional Corporation

/s/ Michelle R. Ferber

Michelle R. Ferber

Stephen L. Moses

Connor M. Day

Attorneys for Matthew Allen and Derrick Torres

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1 **ATTESTATION:**

2 I, Jason P. Brown am the ECF user whose ID and password are being used to file this
3 Stipulation. In compliance with the rules for ECF and the Eastern District of California I hereby
4 attest that all of the above signatories have concurred in this filing.

5 Date: 12/18/2019

7 /s/ Jason P. Brown
8 Jason P. Brown

9
10 **ORDER**

11 PURSUANT TO STIPULATION, IT IS SO ORDERED, with the following amendments and
12 clarifications:

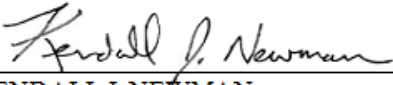
13 1. The parties shall comply with the provisions and procedures of Local Rules 140 and 141 with
14 respect to sealing or redaction requests. To the extent that the parties' stipulation conflicts with the Local
15 Rules, the Local Rules shall govern.

16 2. Prior to filing any motion related to this stipulated protective order or other discovery motion,
17 the parties shall first exhaust informal meet-and-confer efforts and otherwise comply with Local Rule 251.

18 3. Nothing in this order limits the testimony of parties or non-parties, or the use of certain
19 documents, at any court hearing or trial—such determinations will only be made by the court at the hearing
20 or trial, or upon an appropriate motion.

21 4. Pursuant to Local Rule 141.1(f), the court will not retain jurisdiction over enforcement of the
22 terms of this stipulated protective order after the action is terminated.

23 Dated: January 3, 2020

24 
25 KENDALL J. NEWMAN
26 UNITED STATES MAGISTRATE JUDGE

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